

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																										
NATURE OF CONVEYANCE:	Termination and Release of Trademark Collateral Security and Pledge Agreement																																										
CONVEYING PARTY DATA																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> <tr> <td>Fleet National Bank, as Agent</td> <td>Bank Boston, N.A., as Agent</td> <td>01/03/2005</td> <td>A National Banking Association:</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Fleet National Bank, as Agent	Bank Boston, N.A., as Agent	01/03/2005	A National Banking Association:																																			
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RECEIVING PARTY DATA																																											
Name:	Permatex, Inc.																																										
Street Address:	10 Columbus Boulevard, 5th Floor																																										
Internal Address:	c/o PBT Brands, Inc.																																										
City:	Hartford																																										
State/Country:	CONNECTICUT																																										
Postal Code:	06106																																										
Entity Type:	CORPORATION: DELAWARE																																										
PROPERTY NUMBERS Total: 38																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2133312</td> <td>BODY SHOP</td> </tr> <tr> <td>Registration Number:</td> <td>1763879</td> <td></td> </tr> <tr> <td>Registration Number:</td> <td>1765428</td> <td></td> </tr> <tr> <td>Registration Number:</td> <td>1163305</td> <td>DL</td> </tr> <tr> <td>Registration Number:</td> <td>417323</td> <td>DL</td> </tr> <tr> <td>Registration Number:</td> <td>1310709</td> <td>D L</td> </tr> <tr> <td>Registration Number:</td> <td>1640172</td> <td>ELIMINATOR</td> </tr> <tr> <td>Registration Number:</td> <td>1782328</td> <td>ENVIRO-SAFE</td> </tr> <tr> <td>Registration Number:</td> <td>1658774</td> <td>FAST BREAK</td> </tr> <tr> <td>Registration Number:</td> <td>1574211</td> <td>FAST ORANGE</td> </tr> <tr> <td>Registration Number:</td> <td>1831817</td> <td>FAST ORANGE</td> </tr> <tr> <td>Registration Number:</td> <td>2067935</td> <td>FAST ORANGE</td> </tr> <tr> <td>Registration Number:</td> <td>1973627</td> <td>FAST ORANGE</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	2133312	BODY SHOP	Registration Number:	1763879		Registration Number:	1765428		Registration Number:	1163305	DL	Registration Number:	417323	DL	Registration Number:	1310709	D L	Registration Number:	1640172	ELIMINATOR	Registration Number:	1782328	ENVIRO-SAFE	Registration Number:	1658774	FAST BREAK	Registration Number:	1574211	FAST ORANGE	Registration Number:	1831817	FAST ORANGE	Registration Number:	2067935	FAST ORANGE	Registration Number:	1973627	FAST ORANGE	
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TRADEMARK
REEL: 003010 FRAME: 0550

Registration Number:	547708	FORM-A-GASKET
Registration Number:	1742045	FORM-A-SEAL
Registration Number:	1671490	GLASS GLAZE
Registration Number:	1830054	
Registration Number:	325086	INDIAN HEAD
Registration Number:	696193	...MADE FOR THE PROFESSIONAL!
Registration Number:	789551	...MADE FOR THE PROFESSIONAL!
Registration Number:	1640171	MOTOR MUSCLE
Registration Number:	1767011	PARR
Registration Number:	1763880	PERMATEX
Registration Number:	724405	PERMATEX
Registration Number:	821404	PERMATEX
Registration Number:	528613	PERMATEX
Registration Number:	631115	SPRAY-A-GASKET
Registration Number:	671051	SUPER "300"
Registration Number:	1103693	TROUNCE
Registration Number:	2095681	THE RIGHT STUFF
Registration Number:	1664131	ULTRA BLACK
Registration Number:	1680384	ULTRA BLUE
Registration Number:	1719473	ULTRA GREY
Serial Number:	75410019	IT'S YOUR RIDE MAKE IT A CLASSIC
Serial Number:	75425349	MOTOSEAL
Serial Number:	75293422	PIAZZ
Serial Number:	75575929	ULTRA COPPER
Registration Number:	1700039	FORCE 109

CORRESPONDENCE DATA

Fax Number: (312)701-7711

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3127017237

Email: cdore@mayerbrownrowe.com

Correspondent Name: Christopher H. Dore

Address Line 1: 190 S. LaSalle St.

Address Line 2: Mayer Brown Rowe & Maw LLP

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:

Christopher Dore

Signature:

/Christopher Dore/

Date:

01/07/2005

Total Attachments: 7

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TERMINATION AND RELEASE
OF
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of January 3, 2005 by **FLEET NATIONAL BANK**, a national banking association with its head office at 100 Federal Street, Boston, MA 02110, as administrative and documentation agent (the "**Agent**") for itself and other lending institutions (hereinafter, collectively, the "**Banks**") in connection with the Trademark Collateral Security and Pledge Agreement, dated as of July 30, 1999 (the "**Trademark Agreement**"), between Permatex, Inc. (the "**Assignor**"), and the Agent.

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 30, 1999 among Permatex Acquisition Corp. (the "**Borrower**"), the Agent and the Banks (including all annexes, exhibits or schedules thereto as from time to time amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Assignor and the Agent entered into the Trademark Agreement, which Trademark Agreement was recorded August 30, 1999 with the United States Patent and Trademark Office at Reel 1951, Frame 0537 for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Trademark Agreement, the Assignor granted to the Agent, for the benefit of the Agent and the Banks, a security interest in, and granted, assigned and conveyed to the Agent, for the benefit of the Agent and the Banks, by way of collateral security, the Assignor's entire right, title and interest in and to, the Pledged Trademarks (as defined in the Trademark Agreement); and

WHEREAS, the Agent has agreed to terminate and release the Trademark Agreement and assign and transfer to the Assignor, its right, title and interest in the Pledged Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Trademark Agreement and discharges all of the Agent's security interest in the Pledged Trademarks and all other security interests granted under the Trademark Agreement and assigns and transfers to the Assignor, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the Pledged Trademarks including without limitation the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

The parties hereby acknowledge that this document may be filed along with any other necessary documentation with the United States Patent and Trademark Office, or any applicable state trademark office, to evidence the termination and release granted herein. The Agent hereby agrees to deliver any further releases or termination statements as may be reasonably necessary to effect the termination and release contemplated hereby, at Assignor's expense.

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CERTIFICATE OF ACKNOWLEDGMENT

~~Commonwealth~~

~~STATE OF~~ Massachusetts

COUNTY OF Suffolk

)
) ss.
)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31 day of December, 2004, personally appeared C. Christopher Smith to me known personally, and who, being by me duly sworn, deposes and says that he is a Senior Vice President of **FLEET NATIONAL BANK** and that said instrument was signed and sealed on behalf of said entity by authority of its governing body, and said officer acknowledged said entity by authority of its governing body, and said instrument to be the free act and deed of said entity.

C. Paula Barretto

Notary Public

My Commission Expires:

C. PAULA BARRETTO

NOTARY PUBLIC

My Commission Expires September 27, 2007

FLEET NATIONAL BANK
as Agent

By: 

Name: C. Christopher Smith

Title: Senior Vice President

EXHIBIT A

Please see attached.

EXHIBIT A

Mark	Reg.No	Reg. Date	Country
BODY SHOP	2,133,312	01/27/98	United States
CYG LOGO (in color) (Swirl Design 1)	1,763,879	04/13/93	United States
CYG LOGO (Swirl Design 2)	1,765,428	04/20/93	United States
DL Block Letters	1,163,305	08/04/81	United States
DL (and Banner)	417,323	10/23/85	United States
DL AND DESIGN	1,310,709	12/25/84	United States
ELIMINATOR	1,640,172	04/09/91	United States
ENVIRO-SAFE	1,782,328	07/20/93	United States
FAST-BREAK	1,658,774	10/01/91	United States
FAST ORANGE	1,574,211	01/02/90	United States
FAST ORANGE	1,831,817	04/19/94	United States
FAST ORANGE	2,067,935	06/03/97	United States
FAST ORANGE and design	1,973,627	05/14/96	United States
FORCE 109	1,700,039	07/14/92	United States
FORM-A-GASKET	547,708	09/11/51	United States
FORM-A-SEAL	1,742,045	12/22/92	United States
GLASS GLAZE	1,671,490	01/07/92	United States
GRID DESIGN	1,830,054	04/12/94	United States
INDIAN HEAD and design	325,086	06/11/35	United States
... MADE FOR THE PROFESSIONAL!	696,193	04/12/60	United States
... MADE FOR THE PROFESSIONAL!	789,551	05/18/65	United States

MOTOR MUSCLE	1,640,171	04/09/91	United States
PARR	1,767,011	04/20/93	United States
PERMATEX	1,763,880	04/13/93	United States
PERMATEX & Design I	724,405	11/28/61	United States
PERMATEX & Design I	821,404	01/03/67	United States
PERMATEX (Stylized) and CYG LOGO (New Form)	528,613	08/08/50	United States
SPRAY-A-GASKET	631,115	07/24/56	United States
SUPER "300"	671,051	12/16/58	United States
TROUNCE	1,103,693	10/10/78	United States
TIE RIGHT STUFF	2,095,681	09/09/97	United States
ULTRA BLACK	1,664,131	11/12/91	United States
ULTRA BLUE	1,680,384	03/24/92	United States
ULTRA GREY	1,719,473	09/22/92	United States

Pending Marks

Mark	Application No.	Filing Date	Country
IT'S YOUR RIDE MAKE IT A CLASSIC	75/410,019	12/23/97	United States
MOTOSEAL	75/425,349	01/28/98	United States
PIAZZ	75/293,422	04/15/97	United States
ULTRA COPPER	75/575,929	10/23/98	United States